

PUBLISHER TERMS AND CONDITIONS OF SERVICES (GTCS)  
WEB PUSH NOTIFICATION NOTIFADZ (WPN NOTIFADZ)  
ADRENALEAD, 12 Quai du Commerce 69009 Lyon, RCS Lyon n° 838 433 126

## 1. PREAMBLE

ADRENALEAD publishes, hosts and makes available to its customers an advertising marketing platform called "Notifadz Delivery Platform" (NDP) available on the Internet at the URL address [www.notifadz.com](http://www.notifadz.com) that it has created and developed in order to offer Principals a system for managing and distributing advertising campaigns based on Web Push Notification (WPN) technology.

The WPN allows a website to send notifications containing information or advertisements at any time to the user who has opted in, via his or her browser, to receive such WPN (otherwise known as a WPN Subscriber).

The Partner Publisher operates a media or content site and wishes to monetize the audience of its site through ADRENALEAD.

## 2. DEFINITIONS

The following words and expressions have the meaning given to them by the definitions set out below.

<u>WPN Subscriber</u>	means an Internet user who has agreed to receive communications in the form of Web Push Notifications from a website, via a technical request generated by ADRENALEAD on the website in question.
<u>WPN Subscriber of Publisher Partner</u>	means a WPN Subscriber of the Partner Publisher Website
<u>Ad</u>	means the information or advertising message contained in a WPN
<u>Principal</u>	means the organization on whose behalf ADRENALEAD serves Ads by WPN to the ADRENALEAD Base, whether it is an advertiser, advertising agency, or other advertising agent or actor
<u>ADRENALEAD Base</u>	means all WPN Subscribers of Publisher Partners who have given their consent to receive Ads
<u>Publisher Base</u>	means all WPN Subscribers of the Partner Publisher's Website
<u>Advertising Campaign</u>	means the delivery of an Ad via a Web Push Notification to WPN Subscribers through the Platform

<u>Click</u>	means the action of a WPN Subscriber clicking on one of the elements of the Ad in order to go to the Partner Publisher's or Principal's Website.
<u>Prohibited Content</u>	means any content, in any form whatsoever, that is, without limitation, pornographic, defamatory, invasive of privacy, infringing, inciting racial hatred or violence or discrimination based on race, sex, religion or nationality, or more generally of an illegal, unlawful, deceptive, fraudulent or immoral nature
<u>Contract</u>	means the contract between ADRENALEAD and the Partner Publisher formed by the acceptance of these General Terms and Conditions of Services by the Partner Publisher when validating its account on Platform Notifadz
<u>Partner Publisher</u>	Means ADRENALEAD's co-contractor, a website publisher generally offering online media content, or its agent such as a media agency.
<u>Confidential Information</u>	means (i) the Contract, (ii) any information of a financial, legal, commercial, technical, IT or administrative nature, (iii) any documents or information concerning Platform Notifadz, (iv) any information that could have the effect of favouring the interests of a competing company as well as (v) any other information that the Parties may be required to communicate to each other, directly or indirectly, in writing, orally, in any form and medium and which are either marked "confidential" or by reason of their nature or the circumstances of their disclosure should reasonably be considered confidential.
<u>Advertising Printing</u>	means the display of an Ad on the Internet user's terminal
<u>Lead</u>	means a WPN Subscriber who has interacted with the Partner Publisher after a Click and has agreed to receive communications or information from the Partner Publisher
<u>Open Auction Bid</u>	means an ad bid that does not include a Deal ID
<u>Deal ID</u>	means a unique identifier, assigned by ADRENALEAD to one or more Principals, that allows each of those parties to identify specific sets of WPN inventories in the ADRENALEAD Base. The Transaction ID is generated by ADRENALEAD via a programmatic SSP-like platform and is used to match the WPN inventories of the ADRENALEAD Base with one or more Principals. For the avoidance of doubt, any unique identifier that is not generated in this way will not be considered a Deal ID.
<u>SSP</u>	stands for Sell Side Platform or Supply Side Platform. An SSP is a platform that allows publishers to automate and optimize the sale of their advertising space. These platforms are used by ADRENALEAD to market the ADRENALEAD Base via ID Deals with one or more Principals.
<u>Platform or Platform Notifadz</u>	means ADRENALEAD's technical device remotely accessible in SaaS mode allowing the sending of Web Push Notifications and the management of a base of WPN Subscribers
<u>Technical Requirements</u>	means the features of the hardware and software devices necessary to access Platform Notifadz and implement Audience Monetization. These Technical Requirements are made available to the public by ADRENALEAD on its website at the address <a href="https://ADRENALEAD.com/documentation/">https://ADRENALEAD.com/documentation/</a> .
<u>Scripts</u>	A script is a computer program included in a website that will perform a function when a web page is displayed or when the user performs an

	action on the website. The scripts provided by ADRENALEAD are collection scripts, service worker scripts, and conversion scripts.
<u>Service de Retargeting</u>	means the functionalities of Platform Notifadz allowing the Partner Publisher to create, distribute and manage Advertising Campaigns identified as originating from the Website, for its Publisher Base
Website	means the website controlled by the Partner Publisher and through which the Partner Publisher carries out its activity, accessible by a domain name belonging to the Partner Publisher and identified by a unique URL.
<u>Web Push Notifications (WPN)</u>	means a technology that allows a website or application to deliver notifications containing information or advertisements to the user who has expressly agreed to receive them by giving their consent via a browser. By extension, means the notification itself

### 3. SUBJECT MATTER OF THE CONTRACT

The purpose of the Contract is to govern the relationship between ADRENALEAD and the Partner Publisher for the purposes of audience monetization and thus to allow ADRENALEAD to collect WPN Subscribers on the Partner Publisher's Website, in order to include them in the ADRENALEAD Base for the purpose of ADRENALEAD's distribution of Principals' Advertising Campaigns, in return for a sharing of the revenues derived by ADRENALEAD from its relationship with the Principals.

At the same time, ADRENALEAD makes available to the Partner Publisher, under the conditions set out in the Agreement, Platform Notifadz, allowing the Partner Publisher to benefit from the Retargeting Service for the sending of Web Push Notifications to a Publisher Base of WPN Subscribers.

### 4. FORMATION OF THE CONTRACT

The Contract is formed by the validation of the account created on Platform Notifadz and the acceptance of these General Terms and Conditions of Services.

The creation by the Partner Publisher of its account on Platform Notifadz implies full and complete acceptance of the General Terms and Conditions of Services.

ADRENALEAD reserves the right to modify these General Terms and Conditions of Services by notifying the Partner Publisher by email or through its account on Platform Notifadz. Access to Platform Notifadz is subject to acceptance of the applicable General Terms and Conditions of Services.

### 5. CONDITIONS OF ACCESS AND USE OF THE NOTIFADZ PLATFORM

#### 5.1. Creating an account on Platform Notifadz

The creation by the Partner Publisher of an account on Platform Notifadz is necessary for the implementation of Audience Monetization and to benefit from the Retargeting Service. Multiple user accesses can be created. The Partner Publisher is solely responsible for the use made of its account by users.

#### 5.2. Necessary steps for Audience Monetization

To enable the implementation of Audience Monetization, the Publisher must:

- Create an account on Platform Notifadz;
- Fill in the URL of the Website;
- Set up on its Website information and acceptance notices of WPN intended for Internet users;
- Integrate on its Website the Scripts provided by ADRENALEAD or, where applicable, make use of the Notifadz plugin available.

## **6. OBLIGATIONS AND GUARANTEES OF THE PARTNER PUBLISHER**

### **6.1. Use of the Notifadz Platform**

The Partner Publisher:

- undertakes not to tamper with Platform Notifadz in any way whatsoever and to use it solely for the purposes of its professional activity and in accordance with its purpose;
- agrees not to alter or disrupt, including by negligence, the integrity or performance of Platform Notifadz;
- refrains from making Platform Notifadz available to third parties or from communicating to a third party the authentication elements provided to it;
- shall refrain from any use other than that expressly provided for in the Contract, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, transcription, integration of Platform Notifadz;
- shall also refrain from reverse engineering Platform Notifadz in order to develop a competing product or service and/or copy, reproduce any feature, function or graphic attribute of Platform Notifadz;
- shall refrain from correcting any anomaly, whatever it may be, ADRENALEAD reserving this right alone.

### **6.2. Warranties and obligations relating to the Website**

The Partner Publisher guarantees:

- that the data they provide when creating their account, in particular the information relating to the Website, is accurate and sincere, and undertakes to update them without delay in the event of any changes, directly through their account;
- in its capacity as Partner Publisher, that it has all the necessary rights and authorizations with regard to the Website to implement Audience Monetization;
- that the Website does not contain any Prohibited Content.

The Partner Publisher will make its best efforts to facilitate access and referencing of its Website, in order to maximize audience Monetization.

The Partner Publisher undertakes to integrate the Scripts provided by ADRELANEAD exclusively on the Website provided at the time of account creation, and to keep these Scripts in good working order throughout the duration of the Contract. The Scripts must not be used in any other way.

### **6.3. Use of the Retargeting Service**

The Partner Publisher undertakes to use the Retargeting Service only to display Ads with editorial or advertorial-editorial content referring to its Website, to the exclusion of any Ad promoting or advertising a third party.

It is the responsibility of the Partner Publisher to ensure that the use of the Retargeting Service complies with the regulations applicable to its activity, and in particular that the promotion of its products or services by sending Web Push Notifications is authorized. ADRENALEAD excludes any liability in this regard.

The Partner Publisher is solely responsible for the design and graphic production as well as the editorial content of the Ads sent as part of the Retargeting Service. In the event that ADRENALEAD participates in the creation of an Ad, the signature of the proof constitutes acceptance of the content of the Ad and acknowledgement by the Partner Publisher that it alone assumes the risks associated with the exploitation of this Advertisement, in particular with regard to the rights of third parties.

The Publisher Partner undertakes to ensure that the Ads displayed by the Retargeting Service do not contain any Prohibited Content.

#### 6.4. Compliance with the regulations on personal data

The Publisher's obligations and guarantees in this regard are described in the DPA annexed to the General Terms and Conditions of Service.

## **7. HOW THE PLATFORM NOTIFADZ WORKS**

### 7.1. Availability of Platform Notifadz

ADRENALEAD will use its best endeavours to make Platform Notifadz accessible at all times, namely 24 hours a day, 7 days a week, including Sundays and public holidays, from all computer workstations (including on the move), without any particular configuration.

The Partner Publisher accepts that access to Platform Notifadz may be suspended from time to time due to technical or maintenance interventions necessary for the proper functioning of Platform Notifadz. ADRENALEAD can in no way be held responsible for the possible impact of this unavailability on the activities of the Partner Publisher.

In the event of a foreseeable suspension, ADRENALEAD will notify the Partner Publisher by email, so that it can take steps to avoid any disruption to its activity.

### 7.2. Malfunctions not attributable to ADRENALEAD

The Partner Publisher is informed that the accessibility and operation of Platform Notifadz require the use of a remote Internet connection.

ADRENALEAD will not be responsible in any way for any unavailability, interruptions or slowdowns in the operation of Platform Notifadz and for any malfunctions that may be attributable to telecommunications providers such as the host or internet service provider, browsers (Google, Mozilla, Microsoft, etc.) or content delivery networks (CDNs), which the Partner Publisher acknowledges.

In the event of the occurrence of such malfunctions, ADRENALEAD will inform the Partner Publisher and the Parties will collaborate in order to put in place, as far as possible, palliative solutions.

ADRENALEAD is in no way responsible for the malfunctions of Platform Notifadz caused by the following events:

- refusal of the Partner Publisher to collaborate with ADRENALEAD in the resolution of anomalies and in particular to respond to reasonable questions and requests for information necessary to resolve the malfunction;
- use by the Partner Publisher of Platform Notifadz in a manner that does not comply with its purpose or contractual provisions;
- unauthorized modification of Platform Notifadz attributable to the Partner Publisher;
- failure of the Partner Publisher to comply with its obligations under the Agreement;
- implementation by the Partner Publisher of any software packages, software or operating systems not compatible with Platform Notifadz;
- failure of electronic communication networks provided by a third party;
- non-compliance with the Technical Requirements by the Partner Publisher;
- deliberate act of damage, malice, sabotage by the Partner Publisher;
- occurrence of a case of force majeure.

## **8. ADVERTISING CAMPAIGNS AND ACTIVITY DATA**

ADRENALEAD is free to choose its Principals, the content of the Advertising Campaigns, as well as the methods and frequency of distribution of the Advertising Campaigns to the ADRENALEAD Database. These choices are made according to profitability and targeting criteria.

ADRENALEAD will record, store and make available to the Publisher Partner, during the term of the Agreement, the computer data retracing the Master Data (as defined in the DPA) relating to the WPN Subscribers included in the Publisher Base, as well as the origin and number of Clicks, the Advertising Printings and, subject to having installed the Conversion Tracking Script, Leads made by WPN Subscribers in the Publisher Base on its own behalf.

ADRENALEAD undertakes, at the first request of the Partner Publisher, to make available to the latter, all financial and technical information allowing it to control its activity statistics (Web Push subscribers, sends and clicks, web push campaigns). The information thus transmitted to the Partner Publisher must have the sole purpose of verifying the veracity and consistency of the statistical and financial elements transmitted by ADRENALEAD. The Partner Publisher shall bear all the costs relating to the provision of the information carried out pursuant to this article.

## **9. REMUNERATION & TERMS OF PAYMENT**

### **9.1. Methods of calculating remuneration**

In return for the implementation of the Audience Monetization solution on the Partner Publisher's Website, ADRENALEAD will pay the Partner Publisher a remuneration equal to 50% (fifty percent) of

the sums excluding tax paid by the Principals to ADRENALEAD in return for the Advertising Campaigns broadcast by ADRENALEAD on the Publisher Base.

9.2. Terms of payment - Invoicing by the Partner Publisher

These terms apply in the event that the company to be paid by ADRENALEAD (the Partner Publisher or one of its affiliated companies) is established in one of the countries listed below:

France (FR)	Democratic Republic of the Congo (CD)	Libya (LY)	Senegal (SN)
Belgium (BE)	Côte d'Ivoire (CI)	Madagascar (MG)	Seychelles (SC)
Switzerland (CH)	Djibouti (DJ)	Mali (ML)	Sierra Leone (SL)
Algeria (DZ)	Egypt (EG)	Malawi (MW)	Somalia (SO)
Angola (AO)	Equatorial Guinea (GQ)	Mauritania (MR)	South Africa (ZA)
Benin (BJ)	Eritrea (ER)	Mauritius (MU)	South Sudan (SS)
Botswana (BW)	Ethiopia (ET)	Mayotte (YT)	Sudan (SD)
Burkina Faso (BF)	Gabon (GA)	Morocco (MA)	Eswatini (SZ)
Burundi (BI)	Gambia (GM)	Mozambique (MZ)	Tanzania (TZ)
Cameroon (CM)	Ghana (GH)	Namibia (NA)	Togo (TG)
Cape Verde (CV)	Guinea (GN)	Niger (NE)	Tunisia (TN)
Central African Republic (CF)	Guinea-Bissau (GW)	Nigeria (NG)	Uganda (UG)
Chad (TD)	Kenya (KE)	Réunion (RE)	Western Sahara (EH)
Comoros (KM)	Lesotho (LS)	Rwanda (RW)	Zambia (ZM)
Congo (CG)	Liberia (LR)	Sao Tome and Principe (ST)	Zimbabwe (ZW)

The Partner Publisher is informed via its account of the Advertising Campaigns carried out, the relevant periods, and the corresponding available remuneration, once such remuneration exceeds €100.

A billing request, detailing the relevant Advertising Campaigns and periods, is made available on the Partner Publisher's account, indicating that the corresponding invoice may be issued.

The Partner Publisher is then responsible for issuing the corresponding invoice and sending it to ADRENALEAD by email no later than six (6) months following the billing request or, in the event of termination of the Agreement, no later than sixty (60) days after termination. Failing this, the Partner Publisher's right to remuneration shall lapse.

Invoices issued by the Partner Publisher are generally paid within the week following the week of receipt of such invoices, and in any event no later than fifteen (15) days from receipt of the invoice.

The Partner Publisher expressly agrees that its remuneration shall only be due and payable based on the amounts effectively received by ADRENALEAD from Advertisers, as recorded in ADRENALEAD's information systems.

9.3. Terms of payment - Self-Billing by ADRENALEAD

These terms apply to Partner Publishers not subject to the provisions of Article 9.2.

The Partner Publisher is kept informed on its account of the Advertising Campaigns carried out and the periods concerned, as well as the corresponding available remuneration, as long as it is greater than €100.

The remuneration for the activity of month M is payable by ADRENALEAD to the Partner Publisher within ninety (90) days of the end of month M, i.e. at M+3.

*Example: The remuneration for the activity for the month of March is payable during the month of June.*

The Partner Publisher expressly accepts, for the entire duration of the Agreement:

a) The principle of self-invoicing (Article 289 I-2 of the General Tax Code), which means that the Partner Publisher gives ADRENALEAD a mandate to materially issue each month an invoice in the name and on behalf of the Partner Publisher, the amount of which will be equal to that of the available remuneration. In the event of termination of the Contract, any remuneration, regardless of its amount, will be invoiced on the date of termination of the Contract. VAT will be added to the amount due whenever applicable.

b) The principle of the electronic format of invoices issued by ADRENALEAD, each invoice being accessible online on the Partner Publisher's account Notifadz.

The invoice issued each month by ADRENALEAD in the name and on behalf of the Partner Publisher is paid by ADRENALEAD within seven (7) working days after it is issued.

The remuneration due to the Partner Publisher is calculated by ADRENALEAD based on the estimated remuneration amounts communicated by the SSPs, as recorded in ADRENALEAD's information systems. These amounts, and therefore the corresponding remuneration of the Partner Publisher, may be subject to subsequent adjustment.

#### 9.4. Determination of the Applicable Terms

The billing terms applicable to the Partner Publisher are determined based on the country in which the company is established, as declared at the time of account creation or communicated to ADRENALEAD, unless otherwise specifically agreed between the Parties.

ADRENALEAD shall pay the remuneration provided for under this Agreement to the Partner Publisher or, at the latter's request, to any company affiliated with the Partner Publisher.

## **10. INTELLECTUAL PROPERTY AND RIGHT OF USE**

### 10.1. Intellectual property rights of ADRENALEAD

ADRENALEAD is the owner of all intellectual property rights relating to Platform Notifadz.

ADRENALEAD grants the Partner Publisher, for its own needs and throughout the duration of the Agreement, a personal, non-exclusive, non-assignable and non-transferable right to use Platform Notifadz for the sole purpose of benefiting from the Retargeting Service and Audience Monetization provided for in the Agreement.

This Agreement does not confer on the Partner Publisher any property rights relating to Platform Notifadz, including any intellectual property rights.

### 10.2. Intellectual property rights of the Partner Publisher

The Partner Publisher is and remains the sole owner of the content of the Website and this Agreement does not confer on ADRENALEAD any property right over this content.

## **11. LIABILITY – WARRANTIES - INDEMNIFICATION**

### 11.1. Mutual warranties

Each Party represents and warrants: (i) that it has the right, power and authority to enter into and perform the Agreement and grant the rights conferred thereunder and (ii) that, to the best of its knowledge, the performance of its obligations does not breach any agreement it has entered into with any third party.

### 11.2. ADRENALEAD warranties

ADRENALEAD warrants that the use of Platform Notifadz in accordance with the terms of this Agreement does not infringe the rights of third parties, in particular intellectual property rights.

### 11.3. Indemnification

Each Party agrees to indemnify and hold harmless the other Party against all and any loss or damage arising out of (i) a third-party claim in connection with any breach by that Party of any warranty or obligation under the Agreement, or (ii) any infringement of third-party rights.

The obligation to indemnify is subject to the following conditions:

- the Party claiming indemnification must inform the other Party without delay of the existence of a third-party claim or action;
- the Party claiming indemnification must reasonably cooperate with the other Party and in particular undertakes not to sign any settlement agreement without having previously informed the other Party.

### 11.4. Liability

Given the nature of its activities, ADRENALEAD's obligations under the Agreement are best endeavours obligations, in particular with regard to the amount of remuneration that the Publisher may derive from Audience Monetization.

Each of the Parties may only claim compensation for direct, personal and certain damages suffered, to the express exclusion of compensation for any indirect or immaterial damage and/or prejudice, such as operating and turnover losses.

ADRENALEAD's liability, if proven, will be limited to the amount before tax actually paid to the Partner Publisher in execution of the Audience Monetization during the year preceding the occurrence of the facts giving rise to liability.

## **12. CONTENT MODERATION AND INCIDENT MEASURES**

### 12.1. Content moderation

ADRENALEAD reserves the right to monitor the Website to ensure that it does not contain Prohibited Content and that its presentation and content are in line with the requirements of the Agreement.

ADRENALEAD reserves the right to control, including in an automated manner and before distribution, the content of the Ads created by the Partner Publisher as part of the Retargeting Service.

ADRENALEAD provides a mechanism on Platform Notifadz allowing any person to report to ADRENALEAD any potentially illegal content, whether it is included in the Ads published by the Partner Publisher as part of the Retargeting Service, or on the Website.

The competent authorities may also notify ADRENALEAD of any allegedly illegal content.

In the event of identification of Content that is Prohibited or incompatible with these General Terms and Conditions of Service, ADRENALEAD may take appropriate measures in accordance with the article below "Measures in the event of an incident".

#### 12.2. Incident Response

ADRENALEAD may immediately, partially or totally, suspend the Partner Publisher's access to Platform Notifadz without prior notice if ADRENALEAD deems it necessary to avoid any damage to its reputation or that of its other customers and partners, in particular in the event of the presence of Prohibited Content on the Website, or in the event of fraudulent or suspected fraudulent use of Platform Notifadz.

ADRENALEAD may suspend the delivery of Ads created by the Publisher Partner as part of the Retargeting Service.

In any case, ADRENALEAD will inform the Partner Publisher without delay of the reasons for the measure so that the Partner Publisher can put forward its arguments.

### **13. DURATION OF THE CONTRACT - TERMINATION**

#### 13.1. Commencement and duration of the contract

The Contract comes into force as soon as the account is validated by the Partner Publisher on Platform Notifadz, for an indefinite period.

Either Party may terminate the Agreement by written notice sent to the other Party by email at any time and without cause; in the case of the Partner Publisher, any request to close the account will be considered as a notice of termination.

The termination will take effect at the end of a period (running from the date of notification of the termination) of:

- Fifteen (15) days if the relationship lasted one (1) year or less on the date of notification of termination;
- One (1) month if the relationship lasted more than one (1) year and up to two (2) years on the date of notification of termination;
- Two (2) months if the relationship lasted more than two (2) years and up to three (3) years on the date of notification of termination;

- Three (3) months if the relationship lasted more than three (3) years on the date of notification of termination.

### 13.2. Termination clause

Either Party may terminate the Contract in the event of a breach by the other Party of one of its essential contractual obligations, or in the event of a repeated breach of any of its obligations, after an unsuccessful formal notice to remedy such breach within 8 (eight) days, without prejudice to the damages that may be claimed in compensation for the damage suffered as a result of such breaches.

## 14. EFFECTS OF TERMINATION OF CONTRACT

As of the date of termination (which is different from the date of closure of the Partner Publisher's account):

- Audience Monetization ends, in particular the collection of new WPN Subscribers on the Partner Publisher's Website and the sending by ADRENALEAD of Advertising Campaigns to the Publisher Base;
- the Retargeting Service becomes unavailable.

At the request of the Publisher Partner made no later than 15 days after the end of the Agreement, ADRENALEAD will send it the list of public key and private key sets according to the VAPID [Voluntary Application Server Identification] standard corresponding to all WPN Subscribers collected on the Partner Publisher's Website through Platform Notifadz.

In the event of termination of the Agreement, ADRENALEAD shall remain liable to the Publisher Partner for all remuneration due in respect of Advertising Campaigns carried out up to the effective date of termination, under the following conditions:

- Under the invoicing terms set out in Article 9.2 (invoicing by the Publisher Partner): only the remuneration subject to a call for invoicing as of the termination date or within sixty (60) days thereafter may be invoiced. The Publisher Partner shall have a period of sixty (60) days from the termination date to submit the corresponding invoices. Failing this, the Publisher Partner's right to remuneration in respect of such amounts shall be definitively forfeited. The Publisher Partner's account on the Platform shall remain active during this period.
- Under the invoicing terms set out in Article 9.3 (self-billing by ADRENALEAD): ADRENALEAD shall issue invoices in the name and on behalf of the Publisher Partner for all remuneration due up to the termination date, in accordance with the contractual provisions. The Publisher Partner's account on the Platform shall be closed once all outstanding amounts have been fully paid.

## 15. PROTECTION OF PERSONAL DATA

Each Party undertakes to process the personal data used in the performance of the Service in accordance with applicable data protection laws, in accordance with the data processing agreement ("DPA") set forth in the Appendix to the Agreement. In the event of any conflict or inconsistency

between the terms and provisions of this Agreement and the terms and provisions of the DPA, the terms and provisions of the DPA shall prevail.

## **16. CONFIDENTIALITY**

Each Party undertakes to keep confidential all Confidential Information that it receives from the Disclosing Party, not to disclose it to any third party, and to use it only for the purpose of exercising its rights and fulfilling its obligations under the Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to any information that has fallen or will fall into the public domain through no fault of the Party receiving it, is independently developed by the Party receiving it, is known to the Party receiving it before the other Party discloses it to it, is legitimately received from a third party not subject to an obligation of confidentiality protecting the interests of the Party should be disclosed pursuant to a legal obligation or by order of a court, in which case they shall be disclosed only to the extent required and after giving written notice to the Party providing them.

The Parties' obligations with respect to the Confidential Information shall remain in force for the duration of the Agreement, and for as long as the relevant information shall remain confidential to the disclosing Party and, in any event, for a period of 2 years after the termination of the Agreement.

Each of the Parties shall return all copies of documents and media containing Confidential Information of the other Party, upon termination of the contractual relationship, for whatever reason, at the first request of the other Party.

The Parties also undertake to ensure that these provisions are complied with by their personnel, and by any employee or third party to whom the Confidential Information may be disclosed in accordance with the provisions of the Agreement.

## **17. COMMUNICATION**

Notwithstanding the above confidentiality clause, each of the Parties grants the other Party a personal, non-exclusive and non-transferable right to use its name and trademark during the term of the Agreement in its commercial and communication materials (including on its website, professional social networks, brochures, presentations and press releases) for the purpose of reporting on the business relationship between the Parties.

ADRENALEAD reserves the right to use visual examples of Ads created by the Partner Publisher or by ADRENALEAD on behalf of the Partner Publisher to illustrate its sales and marketing materials, unless the Partner Publisher notifies ADRENALEAD by email.

## **18. CONVENTION ON EVIDENCE**

In the event of a dispute between the Parties on any element related to the execution of these General Terms and Conditions of Services, the Parties expressly agree that the data, information and figures

delivered by ADRENALEAD's technical means accessible from Platform Notifadz will be authentic to the exclusion of all others, except in the event of an obvious error.

Such data, information and figures shall constitute evidence, which may be produced in all proceedings, and shall be admissible, valid and enforceable between the Parties with the same probative value and in the same manner as any document that may be drawn up, received and/or kept in writing.

## **19. FORCE MAJEURE**

Neither Party shall be liable for the non-performance or delay in the performance of its obligations if it is caused by a case of Force Majeure, under the conditions provided for in Article 1218 of the Civil Code.

The Parties expressly agree that the suspension or interruption of third-party telecommunications systems necessary for the operation of Platform Notifadz, as well as attacks on Platform Notifadz by malware, viruses, ransomware and others are Force Majeure Events.

The Party that is the victim of a Force Majeure event must immediately inform the other Party and take all necessary measures to remedy the consequences of the Force Majeure. In the event that the consequences of Force Majeure continue for more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

## **20. NON-SOLICITATION OF STAFF**

The Partner Publisher undertakes not to hire members of ADRENALEAD's staff, nor to take any steps to this effect without the prior formal written consent of ADRENALEAD. This obligation ceases one year after termination of the Agreement.

In the event of a breach of this clause, the Partner Publisher shall pay ADRENALEAD a sum equal to the amount of the total gross annual remuneration of the members of staff wrongfully hired.

## **21. ASSIGNMENT**

ADRENALEAD is free to assign the rights and obligations arising from the Agreement to any third party of its choice.

## **22. MUTUAL INDEPENDENCE**

The Parties expressly declare that they are in a relationship of mutual independence and that they are willing to remain independent commercial and professional partners for the duration of this Agreement, each assuming the risks of its own business. In no event does this Agreement confer on either Party the status of a joint venture, partner, mandatary, agent, servant, employee or director of

the other Party. Each of the Parties retains all hierarchical power over each of its employees and assumes all responsibility when it calls on third parties.

### **23. INVALIDITY**

In the event that any provision of the Agreement is held to be invalid or unenforceable, the Parties undertake to use their best efforts to replace such provision with a similar provision that reflects the Parties' intent, in accordance with applicable law. The other provisions will remain in force.

### **24. WAIVER**

The fact that one of the Parties does not invoke a breach of a provision of the Agreement does not constitute a waiver of that provision, or of any subsequent breach.

### **25. APPLICABLE LAW AND JURISDICTION**

This Agreement is subject to French law.

Any dispute will be the subject of an amicable search for a solution as a priority. In the absence of an amicable agreement between the Parties, any dispute relating to the Contract will be submitted exclusively to the competent courts in the jurisdiction in which ADRENALEAD's registered office is located, notwithstanding multiple defendants or third-party claims.